that his services were beneficial and the result valuable. *Morris & Crow* v. *Kesterson,* (Tex. Civ. App. 1905), 88 S. W. 277. But there may be a recovery on an implied contract on proof of knowledge of defendant that plaintiff was rendering services for him as his attorney, he expressing no dissent to their rendition. *Davis* v. *Walker,* 131 Ala. 204, 31 So. 554. In *Paul* v. *Wilbur,* supra, an attorney drew up the necessary papers for the incorporation of a railroad, which was sold by the attorney's client to defendant, who proceeded to consummate the incorporation plans. At his request, plaintiff attorney delivered said papers to defendant, and it was held that the defendant must have anticipated paying for said services, and was therefore liable. The attorney's rights against defendant were held not to be affected by an agreement, unknown to him, that defendant was taking title to the road for the benefit of the original client, who was to furnish the papers drawn by plaintiff. In *Succession of Kernan,* 105 La. 592, 30 So. 239, one of the several parties interested in the succession employed plaintiff attorney professedly for himself and his co-heirs. The latter stood by, making no objection, and availing themselves of plaintiff's efforts, and it was held that they were also liable to him for fees. This case was relied on by plaintiff in *In re McPherson's Estate,* supra, but there the one employing plaintiff did not profess to be employing him for the other co-heirs, but on the contrary, made them defendants in part of the litigation. The fact that the other co-heirs, through their attorneys, joined plaintiff and his client in another phase of the suit, in which they were equally benefited, was held not to render them liable in any way to plaintiff. The fact that they had employed attorneys to represent them was emphasized by the court as clearly showing that they had never considered plaintiff as being employed for them.

BANKRUPTCY—DISCHARGE BARRED BY FRAUDULENT TRANSFER.—An insolvent debtor, owning a number of stores, with intention to break the leases on two of the unprofitable ones, organized a corporation, of which he held all the stock except a few shares held by his wife and another, conveyed to it the remaining stores, and after the appointment of his trustee in bankruptcy, delivered the corporate stock to such trustee. *Held,* that the conveyance of his property to the corporation hindered and delayed the creditors, hence was fraudulent as to them and a bar to a discharge. *In re Braus,* 237 Fed. 139.

When the legal effect of the conveyance is to hinder or delay creditors, the intent will be presumed regardless of actual motives. *Logan* v. *Logan,* 22 Fla. 561, 1 Am. St. Rep. 212; *Matthews* v. *Thompson,* 186 Mass. 14, 104 Am. St. Rep. 550. In the following cases the legal effect of transfers to corporations was held to be to hinder and delay creditors: *Mulford* v. *Doremus,* 60 N. J. Eq. 80, 45 Atl. 688; *Kelley* v. *Pollock and Bernheimer,* 57 Fla. 459, 49 So. 934, 131 Am. St. Rep. 1101; *Bank* v. *Trebein,* 59 Oh. St. 316, 52 N. E. 834; *Benton* v. *Minn. Tailoring Co.,* 73 Minn. 498, 76 N. W. 265; *Kellogg* v. *Douglas County Bank,* 58 Kan. 43, 48 Pac. 587, 62 Am. St. Rep. 596. But in the following cases the holdings were to the contrary. *Plant* v. *Billings-Drew,* 127 Mich. 11, 86 N. W. 399; *Scripps* v. *Crawford,* 123 Mich. 173, 81 N. W. 1098. Where the firm is solvent independently of the stock received in ex-

change, there is of course no hindrance or delay. *Coaldale Coal Co.* v. *State Bank,* 142 Pa. St. 288, 21 Atl. 811. The decision in the instant case would have been the same in all jurisdictions since the sale "was only designed to change the rights of creditors and to prevent the landlords from collecting their rent." It would seem on principle that stock is not the equivalent of chattels for the purposes of the creditors "because in practice the judgment debtor must buy in the stock at the sale, and then try to get possession of the chattels and sell them. He may or may not succeed in this without substantial delay or hindrance. That will depend upon how surely he can disregard the corporate form, which in turn depends in part upon whether he is the only shareholder, and whether there have been other debts contracted by the corporation. Even then he must have another sale."

BANKRUPTCY—PREFERENCES.—Jones obtained money from a bank on a note to which he had forged the names of indorsers; within four months prior to bankruptcy, and while he was insolvent, he procured his brother-in-law Dean, who had knowledge of the facts, to "take up" the notes, giving the latter a mortgage on all of his (Jones') property. §60b of the Bankruptcy Act provides that a transfer within four months before bankruptcy shall be voidable if the person receiving the same has reason to believe it was intended to give a preference; §67e provides that if a debtor within such period makes any transfer "with the intent and purpose on his part to hinder, delay or defraud his creditors, or any of them," it shall be rendered null and void except as to purchasers in good faith and for a fair present consideration. In the trustee's suit to set aside the mortgage, *held,* that it was not voidable as a preference under §60b, but was null and void under §67e. *Dean* v. *Davis,* 37 Sup. Ct. 130.

The mortgage was not a preference within the meaning of §60b because it was given to secure a contemporary rather than a pre-existing debt and because its effect was to prefer the bank rather than Dean. But because Jones knew that he was insolvent, that he was making a preferential payment, and that bankruptcy would result, the lower courts were justified in concluding that the intent (or obviously necessary effect) of the transfer was "to hinder, delay, or defraud creditors" within the meaning of §67e, the operation of which is much broader than §60b, and "that Dean, who knowing the facts co-operated in the bankrupt's fraudulent purpose, lacked the saving good faith." In the decision are collected other cases in which it is held that a mortgage is a fraudulent conveyance where taken as security for a loan which the lender knows is to be used to prefer favored creditors; also those holding the contrary where the lender does not know that improper payments to favored creditors are intended. *Van Idenstine* v. *National Discount Co.,* 227 U. S. 575, 582, and *Coder* v. *Arts,* 213 U. S. 223, are distinguished on the grounds that in the former case the pledgee was found to have had no knowledge of the debtor's fraudulent intent, and in the latter case it was found that the debtor had no intent to hinder, delay or defraud creditors.